

Marshall E. Home™  
3051 W. Mexico St.  
Tucson, Arizona non-domestic  
520-396-0667

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JUN 28 2011	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY	DEPUTY

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

FEDERAL NATIONAL MORTGAGE

ASSOCIATION,

Plaintiff

Vs.

MARSHALL HOME™;  
INDEPENDENT RIGHTS POLITICAL  
PARTY™

Defendants

No. 2:11-cv-01227 -DGC

**DEFENDANTS MOTION TO DISMISS  
PLAINTIFFS APPLICATION FOR TRO**

1. Defendants, by special appearance, not granting this court jurisdiction, move to dismiss the Application for Temporary Restraining Order based on the fact that the Plaintiffs complaint was not signed by the real party in interest.

2. Marshall Home has requested from Alison C. Lieneu a copy of her contract To represent Federal National Mortgage Association.

3 They are not authorized to do business in Arizona. 2 Exhibits Attached.

L.O.

**Since this court does not have authority to violate the Arizona Statutes  
And the Arizona Constitution this court must rule that Alison C. Lieneu and the  
Federal National Mortgage does not have standing to appear in any court in  
Arizona.**

**Respectfully submitted**

**Dated: June 27, 2011**

A handwritten signature in cursive script that reads "Marshall Home". The signature is written in black ink and is positioned above the printed name.

**Marshall Home™**

**Certificate of Service**

**Clerk of the United States District Court**

**Courtroom 603-DGC401 W. Washington St. Phoenix, Arizona**

**Laurel I. Handley  
Douglas A. Toleno  
Alison C. Lienau  
PITE DUNCAN, LLP  
4375 Jutland Dr Suite 200  
P.O. Box 17935  
San Diego, California (92177)**

# STATE OF ARIZONA

## Department of State



### TRADE NAME CERTIFICATION

#### FEDERAL NATIONAL MORTGAGE ASSOCIATION

I, Ken Bennett, Secretary of State, do hereby certify that in accordance with the Trade Name Assignment filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

MARSHALL HOME  
2772 W. ST. TROPAZ AVE,  
TUCSON AZ 85713-

4/12/2011 Assignment  
12/30/2010 Application



Registration Date: 12/30/2010

Expiration Date: 12/30/2015

Date First Used: 12/29/2010

Trade Name No.: 508123

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 12 day of April, 2011.

A handwritten signature in black ink, appearing to read "Ken Bennett".

KEN BENNETT

# STATE OF ARIZONA



## Office of the CORPORATION COMMISSION

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I, ERNEST G. JOHNSON, EXECUTIVE DIRECTOR OF THE ARIZONA CORPORATION COMMISSION, DO HEREBY CERTIFY THAT THE CORPORATIONS DIVISION HAS CUSTODY OF THE OFFICIAL RECORDS PERTAINING TO THE QUALIFICATION AND AUTHORIZATION OF THE CORPORATIONS DOING BUSINESS IN THE STATE OF ARIZONA

UPON SEARCH OF THESE RECORDS, OUR OFFICE HAS FOUND THAT

\*\*\*\* FEDERAL NATIONAL MORTGAGE ASSOCIATION \*\*\*\*

WAS NOT AUTHORIZED AS A CORPORATION IN THE STATE OF ARIZONA, AND HAS NOT BEEN SO AUTHORIZED IN THIS STATE FOR AT LEAST THE PRECEDING TEN (10) YEARS, INsofar AS THE RECORDS OF THE CORPORATIONS DIVISION EXTEND.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, Capital, this 26 Day of May, 2010 A.D.



*EG*  
Executive Director

By:

*Rebekah F. Johnson*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**In re**

**GIORDANO'S ENTERPRISES, INC., et al.,) Chapter 11**

**Debtors.**

)  
) **Case No. 11-06098**  
) **(Jointly Administered)**  
)  
) **Hon. Eugene R. Wedoff**  
) **Hearing Date: Tuesday,**  
**June 28, 2011**  
) **Hearing Time 9:30 a.m.**

**SECURED PARTY CREDITOR, BY SPECIAL APPEARANCE, MARSHALL E. HOME'S  
DENIAL OF THE UNPROFESSIONAL ALLEGATIONS IN THE UNSIGNED MOTION TO  
STRIKE BY THE TRUSTEE, PHILIP V. MARTINO, AND MARSHALL E. HOME'S  
NOTICE AND MOTION FOR SETTLEMENT AND CLOSURE WITH BONDED  
PROMISSORY NOTE AS TENDER IN PAYMENT IN FULL TO THE COURT WITH  
ATTACHED MEMORANDUM TO DEPOSITING BANK**

**Dated: June 23, 2011**

**Marshall E. Home, Trustee**

**Secured Party Creditor**

**3051 W. Mexico St.**

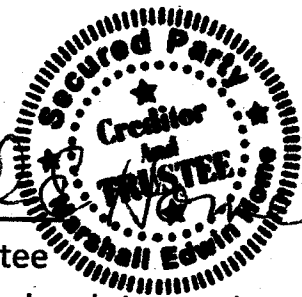
**Tucson, Arizona**

**By:**

*Marshall E. Home*

**Marshall E. Home™/Trustee**

**Managing Partner of Giordano's Inc. et al**



Accepted For Value and Returned for Settlement and Closure Judge Eileen Hollowell's Order on an allonge, which is standard banking procedure. Creditors have rights. Debtors have no rights, therefore, Marshall Home is not a vexatious litigant because he has registered the superior claim on his Title, owns his tradename and is a private International banker/creditor, and no bank or the US Attorney has disputed his claims. Furthermore, Judge Eileen Hollowell rendered her dismissal notice wherein she called Mr. Home a vexatious litigant after she had been sued for \$500,000,000.00 for improper judicial improprieties where Mr. Home was actually a creditor in an involuntary bankruptcy against the State of Arizona whose Governor, legislative, and State officers, had defaulted to him for \$2.5 Billion Dollars, and did not show up to contest this defaulted claim to this day. In this same case, Mr. Home revealed that he is the only registered party authorized to do business throughout the United States and the world under the name of Federal National Mortgage Association (FNMA) and Federal Home Mortgage Corporation (Freddie Mac) and that Mr. Home offered to pay FNMA and Freddie Mac 3 Billion 8 Million Dollars for all of the properties foreclosed on legally or illegally and return them to their rightful owners and that is why Ms. Hollowell wanted to get rid of this "hot potato" in her Court.

John and Eva Apostolou have creditors rights that have been denied, abused, and threatened by officers of the court. In the unsigned document that Mr. Martino sent, he admitted that Mr. Home offered the banks lawyers to pay off the loan upon the condition